

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

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Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

I have received a copy of this policy and have been given the opportunity to read it and ask any relevant questions.

Signature:



Date: 8/12/09

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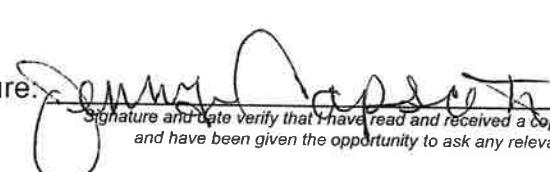
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Demoulas Super Markets, Inc.

- Rules For Security Awareness
- Rules Against Sexual Harassment
- Employee Rights and Responsibilities Under the Family and Medical Leave Act

Signature:

 Date: 1/7/10
Signature and date verify that I have read and received a copy of this document, and have been given the opportunity to ask any relevant questions.

HIRING MANAGER: All newly hired associates are to receive this document at the time of hiring.

ISSUED – 01/01/10

036-3-47-64776
JENNIFER L TAPSCOTT
65 TONKA ST
ROCHESTER NH 03867

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Enforcement

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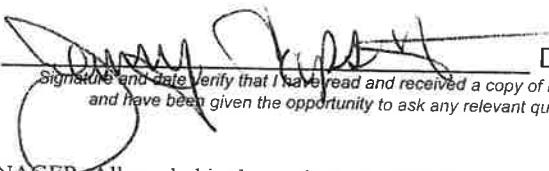
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Demoulas Super Markets, Inc.

- Rules For Security Awareness
- Rules Against Sexual Harassment
- Employee Rights and Responsibilities Under the Family and Medical Leave Act

Signature:

 Date: 1/13/11
Signature and date verify that I have read and received a copy of this document, and have been given the opportunity to ask any relevant questions.

HIRING MANAGER: All newly hired associates are to receive this document at the time of hiring.

REISSUED - 01/01/11

036-3-47-64776-14150
JENNIFER L TAPSCOTT
65 TONKA ST
ROCHESTER NH 03867



Below, is some of the important safety information to assist with protecting all Demoulas Super Markets, Inc. (DSM, Inc.) associates. Please read each box and initial where indicated that you understand this information and have been given the opportunity to ask any questions.

Powered Industrial Equipment

- I understand that the only person allowed to use Powered Industrial Equipment is an authorized, trained, and certified associate age 18 or older.
- I understand that I will not utilize Powered Industrial Equipment unless I am 18 years of age or older and I am authorized, trained, and certified to do so.
- I understand associates are not permitted to perform any repair work on Powered Industrial Equipment.
- I understand if I attempt to use Powered Industrial Equipment without being authorized, trained, and certified to do so, that I will be subject to serious disciplinary action up to and including termination of employment.

JLT
Associate Initials

DB
Manager Initials

Fall Protection Training

- I understand to help prevent a slip, trip, or fall situation from occurring I will remain observant and aware of my work surroundings and floor surface conditions at all times.
- I understand there are certain areas within the facility designated "Authorized Personnel Only", and I will not be permitted to access these areas without management permission and location specific hazard training.
- I understand if my job assignment requires me to use authorized equipment (step stools, ladders, stairs, or lifts) to reach a height to perform my job assignment, I will be trained in the use of this equipment prior to using it, and I will only use equipment designated for my job assignment.
- I understand I will not stand on unauthorized height access equipment (i.e. milk crates, carriages, case sacks, etc.)
- I understand I will not throw product or supplies up or down to another associate at any time.

JLT
Associate Initials

DB
Manager Initials

Chemical Training

- I understand that there are chemicals utilized for routine cleaning in the workplace.
- I understand I will be provided with a list of cleaning chemicals that I am authorized to use in the routine performance of my job.
- I understand that prior to using these chemicals I will be trained in their proper use.
- I understand that I will not use any chemical that I am not authorized to use.
- I understand if my job assignment changes, requiring me to use other chemicals, I will receive training in their proper use prior to using them.
- I understand I will receive a copy of the DSM Inc. Chemical Training for my position, and be given the opportunity to read it and ask any relevant questions.

JLT
Associate Initials

DB
Manager Initials

Compactor/Bailer Use

- I understand the only person allowed to use compactors or bailers is a trained and authorized associate age 18 or older.
- I understand if I am under the age of 18, that I will not use a compactor or bailer, including placing items into the compactor chute or bailer opening.
- I understand associates are not permitted to perform any repair work on a compactor or bailer, or climb into a compactor or bailer.
- I understand if I attempt to use a compactor or bailer without being trained and authorized, that I will be subject to serious disciplinary action up to and including termination of employment.

JLT
Associate Initials

DB
Manager Initials

Lock Out / Tag Out

- I understand Lock Out/Tag Out (LOTO) is defined as specific practices and procedures to safeguard associates from unexpected start up of machinery or equipment during maintenance (cleaning or repair).
- I understand the only person allowed to perform LOTO on equipment is a trained and authorized associate.
- I understand if I am a trained and authorized associate to perform LOTO, that I will follow the rules that are specific to the equipment that I have locked out/tagged out.
- I understand I will not attempt to remove a LOTO lock or tag that has been secured by an authorized associate.
- I understand associates of DSM Inc. are not authorized to perform repairs on any powered equipment unless authorized to do so.
- I understand if I attempt to perform LOTO procedures on equipment without being trained and authorized, that I will be subject to serious disciplinary action up to and including termination of employment.

JLT
Associate Initials

DB
Manager Initials

Material Safety Data Sheets

- I understand that Material Safety Data Sheets (MSDS) contain pertinent information on all authorized chemicals used in the workplace, including hazard identification, first aid measures, and personal protective equipment if required.
- I understand and have been informed that Material Safety Data Sheets are available for review at any time and are posted by the Employee Information Bulletin Board located in the Lunch Room.
- I understand I will be trained in how to read chemical bottle labels and MSDS.

JLT
Associate Initials

DB
Manager Initials

Blood Borne Pathogen Training

- I understand the only person allowed to clean up blood in a DSM Inc. facility is an authorized member of Management who is trained and certified in cleaning up blood.
- I understand if I am not authorized to clean up blood in a DSM Inc. facility that I will not clean up blood.
- I understand I am required to notify a manager in the instance of a blood spill or blood clean up situation and I will keep the area blocked off to prevent exposure to others (without coming into contact with blood myself) until the authorized member of the management staff arrives to clean it.
- I understand if I attempt to clean up blood that I will be subject to serious disciplinary action up to and including termination of employment.

JLT
Associate Initials

DB
Manager Initials

Emergency Evacuation Procedure

- I understand if a DSM inc. facility must be evacuated for any reason all associates are required to immediately exit the building in a calm and orderly manner.
- I understand during the evacuation of the building, all associates are to congregate at the predetermined meeting place where the Person In Charge of my department will account for all persons working in the department at that time and will report attendance to the Person In Charge of the facility.
- I understand I will wait for the Person In Charge of the facility to issue further information prior to re-entering the facility or being dismissed from the premises.
- I understand the emergency evacuation meeting place is located at: _____

AAA

JLT
Associate Initials

DB
Manager Initials

Personal Protective Equipment

- I understand that certain job assignments will require the use of Personal Protective Equipment (gloves, protective eyewear, face shield, aprons, foot coverings, guards on machinery, earplugs, safety vests, etc.), and that if my job assignment requires Personal Protective Equipment, I will be trained in its proper use prior to using it.
- I understand if I attempt to perform a job assignment that requires Personal Protective Equipment without using the Personal Protective Equipment specified for the job assignment, that I am subject to serious disciplinary action up to and including termination of employment.

JLT
Associate Initials

DB
Manager Initials

I understand Demoulas Super Markets, Inc. has a comprehensive Health & Safety Program, which is available for my review by asking the manager of the facility. I understand failure to comply with these safety programs will result in disciplinary action up to and including termination of employment.

Please sign below to indicate you have read each box, understand the safety information, and you have been given the opportunity to ask any questions.

Print Associate's Name: Jennifer Tapscott

Associate's Badge #: 14776

Associate's Signature: Jennifer Tapscott

Date: 1/7/12

Manager's Signature: Jennifer Tapscott

Date: 1/7/12

Family and Medical Leave Act

I have received a copy of the US Wage and Hour Division Employee Rights and Responsibilities under the Family and Medical Leave Act Fact Sheet, and have been given the opportunity to read it and ask any questions.

JLT
Associate Initials

DB
Manager Initials

Security Awareness

I have received a copy of the Demoulas Super Markets, Inc. Security Awareness Policy, and have been given the opportunity to read it and ask any questions.

JLT
Associate Initials

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Rules Against Sexual Harassment

I have received a copy of the Demoulas Super Markets, Inc. Rules Against Sexual Harassment, and have been given the opportunity to read it and ask any questions.

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Print Associate's Name: Jennifer Tapscott

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Date: 1/7/12

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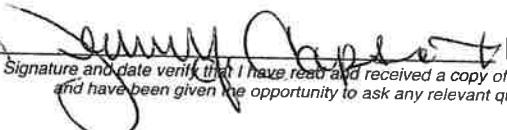
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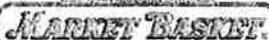
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Demoulas Super Markets, Inc. Health & Safety Training

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Hazard Communication

- I understand that DSM Inc. provides information and training through the Hazard Communications Program.
- I understand that DSM Inc. provides a list of chemicals that associates are authorized to use in its facilities and the related Safety Data Sheets (SDS).
- I understand that Personal Protective Equipment (PPE) will be provided by DSM, Inc. to use to perform certain job assignments.
- I understand that I will follow all directions outlined in my training and listed on chemical labels for chemicals that I am authorized to use, including the Hazardous Material Identification System (HMIS).
- I understand the DSM, Inc. Hazard Communications Program is available for review at any time and is posted near the Employee Information Bulletin Board located in the Lunch Room.

Chemical Training

- I understand that there are chemicals utilized for routine cleaning in the workplace.
- I understand I will be provided with a list of cleaning chemicals that I am authorized to use in the routine performance of my job.
- I understand that prior to using these chemicals I will be trained in their proper use.
- I understand that I will not use any chemical that I am not authorized to use.
- I understand if my job assignment changes, requiring me to use other chemicals, I will receive training in their proper use prior to using them.
- I understand I will receive a copy of the DSM Inc. Chemical Training for my position, and be given the opportunity to read it and ask any relevant questions.

Safety Data Sheets

- I understand that Safety Data Sheets (SDS) contain pertinent information on all authorized chemicals used in the workplace, including hazard identification, first aid measures, and personal protective equipment if required.
- I understand and have been informed that Safety Data Sheets are available for review at any time and are posted by the Employee Information Bulletin Board located in the Lunch Room.
- I understand I will be trained in how to read chemical bottle labels and SDS.

Personal Protective Equipment

- I understand that certain job assignments will require the use of Personal Protective Equipment (gloves, protective eye-wear, face shield, aprons, foot coverings, guards on machinery, earplugs, safety vests, etc.), and that if my job assignment requires Personal Protective Equipment, I will be trained in its proper use prior to using it.
- I understand if I attempt to perform a job assignment that requires Personal Protective Equipment without using the Personal Protective Equipment specified for the job assignment, that I am subject to serious disciplinary action up to and including termination of employment.

Fall Protection Training

- I understand to help prevent a slip, trip, or fall situation from occurring I will remain observant and aware of my work surroundings and floor surface conditions at all times.
- I understand there are certain areas within the facility designated "Authorized Personnel Only", and I will not be permitted to access these areas without management permission and location specific hazard training.
- I understand if my job assignment requires me to use authorized equipment (step stools, ladders, stairs, or lifts) to reach a height to perform my job assignment, I will be trained in the use of this equipment prior to using it, and I will only use equipment designated for my job assignment.
- I understand I will not stand on unauthorized height access equipment (i.e. milk crates, carriages, case sills, etc.)
- I understand I will not throw product or supplies up or down to another associate at any time.

Emergency Evacuation Procedure

- I understand if a DSM Inc. facility must be evacuated for any reason all associates are required to immediately exit the building in a calm and orderly manner.
- I understand during the evacuation of the building, all associates are to congregate at the predetermined meeting place where the Person In Charge of my department will account for all persons working in the department at that time and will report attendance to the Person In Charge of the facility.
- I understand I will wait for the Person In Charge of the facility to issue further information prior to re-entering the facility or being dismissed from the premises.
- I understand the emergency evacuation meeting place is located at:

Behind AAA Building
Fill in Emergency Meeting Location

Powered Industrial Equipment

- I understand that the only person allowed to use Powered Industrial Equipment is an authorized, trained, and certified associate age 18 or older.
- I understand that I will not utilize Powered Industrial Equipment unless I am 18 years of age or older and I am authorized, trained, and certified to do so.
- I understand associates are not permitted to perform any repair work on Powered Industrial Equipment.
- I understand if I attempt to use Powered Industrial Equipment without being authorized, trained, and certified to do so, that I will be subject to serious disciplinary action up to and including termination of employment.

Compactor/Bailer Use

- I understand the only person allowed to use compactors or bailers is a trained and authorized associate age 18 or older.
- I understand if I am under the age of 18, that I will not use a compactor or bailer, including placing items into the compactor chute or bailer opening.
- I understand associates are not permitted to perform any repair work on a compactor or bailer, or climb into a compactor or bailer.
- I understand if I attempt to use a compactor or bailer without being trained and authorized, that I will be subject to serious disciplinary action up to and including termination of employment.

Blood Borne Pathogen Training

- I understand the only person allowed to clean up blood in a DSM Inc. facility is an authorized member of Management who is trained and certified in cleaning up blood.
- I understand if I am not authorized to clean up blood in a DSM Inc. facility that I will not clean up blood.
- I understand I am required to notify a manager in the instance of a blood spill or blood clean up situation and I will keep the area blocked off to prevent exposure to others (without coming into contact with blood myself) until the authorized member of the management staff arrives to clean it.
- I understand if I attempt to clean up blood that I will be subject to serious disciplinary action up to and including termination of employment.

Lock Out / Tag Out

- I understand Lock Out/Tag Out (LOTO) is defined as specific practices and procedures to safeguard associates from unexpected start up of machinery or equipment during maintenance (cleaning or repair).
- I understand the only person allowed to perform LOTO on equipment is a trained and authorized associate.
- I understand if I am a trained and authorized associate to perform LOTO, that I will follow the rules that are specific to the equipment that I have locked out/tagged out.
- I understand I will not attempt to remove a LOTO lock or tag that has been secured by an authorized associate.
- I understand associates of DSM Inc. are not authorized to perform repairs on any powered equipment unless authorized to do so.
- I understand if I attempt to perform LOTO procedures on equipment without being trained and authorized, that I will be subject to serious disciplinary action up to and including termination of employment.

Workplace Violence

- I understand that DSM, Inc. has established guidelines regarding Workplace Violence.
- I understand that violent behavior of any kind or threats of violence are prohibited at DSM, Inc.
- I understand that only trained and authorized personnel are to handle matters of security.
- I understand that I shall not place myself in harms way and will report any suspicious activity or threatening behavior to management.
- I understand that the DSM, Inc. Workplace Violence Policy is available for review at any time and is posted on the Employee Information Bulletin Board located in the Lunch Room.

Progressive Discipline Policy

- I understand that DSM, Inc. has established guidelines for correcting policy violations.
- I understand that I am required to follow company policy in regards to performing all related job duties.
- I understand that if I violate company policies I will be subject to the DSM, Inc. Progressive Discipline Policy.
- I understand that the DSM, Inc. Progressive Discipline Policy is available for review at any time and is posted on the Employee Information Bulletin Board located in the Lunch Room.

I understand Demoulas Super Markets, Inc. has a comprehensive Injury & Illness Prevention Program (I2P2), which is available for my review at any time.

I understand failure to comply with these safety programs can result in disciplinary action up to and including termination of employment.

Please sign below to indicate you have read each box, understand the safety information, and you have been given the opportunity to ask any questions.

Print Associate's Name: Jennifer Tapscott

Associate's Badge #: 64776

Associate's Signature: Jennifer Tapscott

Date: 4/10/14

Manager's Signature: Jennifer Tapscott

Date: 4/10/14

Please initial each box below, indicating that you received the booklet pertaining to the Family & Medical Leave Act, Security Awareness, and Rules Against Sexual Harassment.

Family and Medical Leave Act

I have received a copy of the US Wage and Hour Division Employee Rights and Responsibilities under the Family and Medical Leave Act Fact Sheet, and have been given the opportunity to read it and ask any questions.



Security Awareness

I have received a copy of the Demoulas Super Markets, Inc. Security Awareness Policy, and have been given the opportunity to read it and ask any questions.



Rules Against Sexual Harassment

I have received a copy of the Demoulas Super Markets, Inc. Rules Against Sexual Harassment, and have been given the opportunity to read it and ask any questions.



**Demoulas Super Markets, Inc. Health & Safety Training**

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Hazard Communication

- I understand that DSM Inc. provides information and training through the Hazard Communications Program.
- I understand that DSM Inc. provides a list of chemicals that associates are authorized to use in its facilities and the related Safety Data Sheets (SDS).
- I understand that Personal Protective Equipment (PPE) will be provided by DSM, Inc. to use to perform certain job assignments.
- I understand that I will follow all directions outlined in my training and listed on chemical labels for chemicals that I am authorized to use, including the Hazardous Material Identification System (HMIS).
- I understand the DSM, Inc. Hazard Communications Program is available for review at any time and is posted near the Employee Information Bulletin Board located in the Lunch Room.

Chemical Training

- I understand that there are chemicals utilized for routine cleaning in the workplace.
- I understand I will be provided with a list of cleaning chemicals that I am authorized to use in the routine performance of my job.
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- I understand I will receive a copy of the DSM Inc. Chemical Training for my position, and be given the opportunity to read it and ask any relevant questions.

Safety Data Sheets

- I understand that Safety Data Sheets (SDS) contain pertinent information on all authorized chemicals used in the workplace, including hazard identification, first aid measures, and personal protective equipment if required.
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- I understand I will wait for the Person In Charge of the facility to issue further information prior to re-entering the facility or being dismissed from the premises.
- I understand the emergency evacuation meeting place is located at:

AAA Building

Fill in Emergency Meeting Location

Powered Industrial Equipment

- I understand that the only person allowed to use Powered Industrial Equipment is an authorized, trained, and certified associate age 18 or older.
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I understand Demoulas Super Markets, Inc. has a comprehensive Injury & Illness Prevention Program (I2P2), which is available for my review at any time.

I understand failure to comply with these safety programs can result in disciplinary action up to and including termination of employment.

Please sign below to indicate you have read each box, understand the safety information, and you have been given the opportunity to ask any questions.

Print Associate's Name: Jennifer Tapscott

Associate's Badge #: 04776

Associate's Signature: Jennifer Tapscott

Date: 4/10/15

Manager's Signature: Jennifer Tapscott

Date: 4/10/15

Please initial each box below, indicating that you received the booklet pertaining to the Family & Medical Leave Act, Security Awareness, and Rules Against Sexual Harassment.

Family and Medical Leave Act

I have received a copy of the US Wage and Hour Division Employee Rights and Responsibilities under the Family and Medical Leave Act Fact Sheet, and have been given the opportunity to read it and ask any questions.

JAT
Associate Initials

Security Awareness

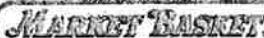
I have received a copy of the Demoulas Super Markets, Inc. Security Awareness Policy, and have been given the opportunity to read it and ask any questions.

JAT
Associate Initials

Rules Against Sexual Harassment

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Please sign below to indicate you have read each box, understand the safety information, and you have been given the opportunity to ask any questions.

Print Associate's Name: Jennifer Lee Tapscott

Associate's Badge #: 104776

Associate's Signature: Jennifer Lee Tapscott

Date: 3/19/16

Manager's Signature: Jennifer Lee Tapscott

Date: 3/19/16

Please initial each box below, indicating that you received the booklet pertaining to the Family & Medical Leave Act, Security Awareness, Rules Against Sexual Harassment, and Rules Against Discrimination.

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I have received a copy of the US Wage and Hour Division Employee Rights and Responsibilities under the Family and Medical Leave Act Fact Sheet, and have been given the opportunity to read it and ask any questions.

JL
Associate Initials

Security Awareness

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JL
Associate Initials

Rules Against Sexual Harassment

I have received a copy of the Demoulas Super Markets, Inc. Rules Against Sexual Harassment, and have been given the opportunity to read it and ask any questions.

JL
Associate Initials

Rules Against Discrimination

I have received a copy of the Demoulas Super Markets, Inc. Rules Against Discrimination, and have been given the opportunity to read it and ask any questions.

JL
Associate Initials